ASSURANCE OF VOLUNTARY COMPLIANCE

MoneyGram Payment Systems, Inc. (hereinafter referred to as "MoneyGram" or "the Company") is a Delaware corporation with its headquarters located in Minneapolis, Minnesota.

The signatories to this Assurance of Voluntary Compliance include the States of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wyoming, and the District of Columbia (hereinafter "the States"); and MoneyGram.

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¹ This Assurance of Voluntary Compliance shall be binding upon MoneyGram. In the event that a State believes that there has been a material breach of the terms and conditions of this Assurance of Voluntary Compliance, such State, acting through its Attorney General, may seek enforcement of the Assurance of Voluntary Compliance pursuant to the laws cited below, provided that the State notifies MoneyGram in writing in advance of filing any enforcement action and gives MoneyGram at least sixty (60) days or a reasonably practicable period to cure the claimed breach. However, (i) nothing in this Assurance of Voluntary Compliance shall be construed as authorizing any person or entity other than a State acting through its Attorney General to enforce or seek remedies under this Assurance of Voluntary Compliance or as the result of this Assurance of Voluntary Compliance or a breach thereof; (ii) the State's remedies in any enforcement action shall not include any criminal sanctions; and (iii) this Agreement and all negotiations, statements, and proceedings in connection therewith shall not be construed as or deemed to be evidence of an admission or concession on the part of MoneyGram of any violation of law, liability or wrongdoing by it, and shall not be offered or received in evidence in any action or proceeding, or used in any way, as an admission, concession or evidence of any violation of law, liability or wrongdoing of any nature on the part of MoneyGram. The States hereby release MoneyGram from all civil claims and causes of action with respect to the consumer warning and other matters specifically addressed in this Assurance of Voluntary Compliance which the States could have brought against MoneyGram prior to the Effective Date. The laws referenced above are cited as follows: Ala. Code § 8-19-1 et seq.; Alaska Stat. § 45.50.471 et seq.; Ariz. Rev. Stat. Ann. § 44-1521 et seq.; Ark. Code Ann. § 4-88-101 et seq.; Colo. Rev. Stat. § 6-1-101 et seq.; Conn. Gen. Stat. § 42-110j et seq.; Del. Code Ann. tit. 6 §§ 2511 et seq. and 2531 et seq.; D.C. Official Code § 28-3901 et seq.; O.C.G.A. § 10-1-390 et seq.; Haw. Rev. Stat. §§ 480-1 et seq. and 481A-1 et seq.; Idaho Code § 48-601 et seq.; 815 III. Comp. Stat. Ann. §§ 505/1 et seq.; Ind. Code Ann. § 24-5-0.5-1 et seq.; Iowa Code § 714.16; K.S.A. 50-623 et seq.; Ky. Rev. Stat. § 367.110 et seq.; La. Rev. Stat. Ann. § 51:1401 et seq.; 5 Me. Rev. Stat. Ann. § 205-A-214; Md. Code Ann., Com. Law § 13-101 et seq.; Mass. Gen. L. c. 12, § 3; Mich. Comp. Law Ann. 445.901 et seq.; Minn. Stat. §§ 325F.69, subd. 1; 325D.44, subd. 1; 8.31 (2007); Miss. Code. Ann. § 75-24-1 et seq.; Mo. Rev. Stat. § 407.010 et seq.; Mont. Code Ann. § 30-14-101 et seq.; Nevada Revised Statutes, NRS 598.0903 et seq.; N.H. Rev. Stat. Ann. § 358-A:1 et seq.; N.J. Stat. Ann. § 56:8-1 et seq.; N.M. Stat. Ann. § 57-12-1 et seq.; N.Y. Exec. Law §§ 63(12) and 63(15) and General Business Law § 349; N.C. Gen. Stat. § 75-1.1 et seq.; N.D. Cent. Code § 51-15-01 et seq.; Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.; Okla. Stat. Ann. tit. 15, § 751 et seq.; Or. Rev. Stat. § 646.605 et seq.; R.I. Gen. Laws § 6-13.1-1 et seq.; S.C. Unfair Trade Practices Act, §§ 39-5-10 et seq., specifically § 39-5-60; S.D. Codified Laws Ann. § 37-24-1 et seq.; Tex. Bus. & Comm. Code Ann. § 17.58 et seq.; Utah Code Ann. §§ 13-2-1, 13-5-1 and

MoneyGram offers money transfer services by wire at over 25,000 locations in the United States and over 100,000 locations around the world, including grocery stores, gas stations, and other retail businesses.

MoneyGram's agents are not employed by MoneyGram but, as independent contractors, have entered into contractual agreements with MoneyGram. In many foreign countries, MoneyGram's agents may enter into agreements with additional locations (hereinafter referred to as "subagents") entitling the subagents to send and receive money transfer transactions (hereinafter referred to collectively as "MoneyGram agents").

Over the past several years, the States have observed that fraudulent parties in and outside the United States, through unfair and deceptive practices in violation of state and federal law, have induced many American consumers to use a number of methods to send them money, including wire transfers via MoneyGram and other money transmitters (referred to hereinafter as the problem of "fraud-induced transfers").

The States observe that among the consumers who have lost money through these fraudinduced transfers are senior citizens who are victims of contest and lottery scams, and people of limited financial means who are victims of advance-fee credit card and loan scams.

MoneyGram and the States are committed to protecting consumers from fraud-induced wire transfers through a program that includes prominent consumer warnings at MoneyGram retail agent locations, nationwide consumer education, agent training, closure of problem agent locations, interdictions of high-risk transfers, and sharing of complaint information with the States.

¹³⁻¹¹⁻¹ et seq.; 9 Vt. Stat. Ann. §§ 2451 et seq.; Wash. Rev. Code Ann. § 19.86.010 et seq.; W. Va. Code § 46A-1-101 et seq.; Wyo. Stat. § 40-12-101 et seq. In this Assurance of Voluntary Compliance, the State of Georgia is represented by its Office of the Governor, Office of Consumer Affairs. With respect to the State of Hawaii, an enforcement action under this Assurance of Voluntary Compliance may be taken by that State's Office of Consumer Protection. The State of Minnesota, by its Attorney General, does not join in paragraph 3 of this Assurance of Voluntary Compliance. With regard to Massachusetts and Virginia, the document shall be titled "Agreement."

To further these ends, MoneyGram and the States have entered into this Assurance of Voluntary Compliance and have agreed as follows:

- 1. Effective Date. This Assurance of Voluntary Compliance shall be effective June 30, 2008 (the "Effective Date"), and unless otherwise noted, the actions by MoneyGram described in this Assurance of Voluntary Compliance shall continue for five (5) years from such Effective Date (hereinafter "Term").
- 2. Consumer Warning. Subject to regulatory approval only for those States that require such approval, MoneyGram shall include a consumer fraud warning in the same form, and using the same format, as the example that is set out in Exhibit 1 hereto. Such warning shall appear on the front page of all person-to-person² money transfer paper forms utilized by individual consumers to initiate money transfers from the United States for pick up at any agent location (currently called Send Forms), except for money transfers to persons in Mexico. In the event that fraud-induced transfers to Mexico become a significant problem in the future, the parties to this Assurance of Voluntary Compliance shall negotiate in good faith to extend the non-monetary provisions of this Assurance of Voluntary Compliance to include person-to-person transfers from the United States to Mexico. While MoneyGram's portion of the front page of the Send Form may be dedicated to marketing information designed to encourage the use of MoneyGram's products and services, the text of these marketing messages shall not contradict the information in the warnings. In the event that there are substantial changes in the prevalent types of fraud-induced transfers or methods being used to initiate such transfers, MoneyGram or the States may suggest revisions to the wording of the warning, and the parties shall discuss such

² Person-to-person money transfer services do not include money transfers initiated by consumers making payments to various retailers to whom, after background checks, MoneyGram has agreed to provide services. However, person-to-person money transfers do include money transfers sent by a consumer directly to an individual's bank account.

suggestions in good faith, taking into account both the nature and significance of the revisions and the ways in which the cost of any such revisions may be minimized (such as by coordinating revisions with the reprinting of stocks of forms); but the degree of prominence of the consumer warning contained in Exhibit 1 shall not be diminished.

To effectuate the goals of this Assurance of Voluntary Compliance, MoneyGram commenced printing the new versions of the Send Forms beginning in or around October 2006 and began providing those Send Forms to MoneyGram Agents on a replenishment basis thereafter. In or around February 2007, MoneyGram distributed the new Send Forms to the group of agents in the United States whose send volume compromised approximately eighty (80) percent of MoneyGram's send volume ("Select Agents").³

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Moreover, MoneyGram is considering simplifying its forms by creating separate English-language and Spanish-language forms. In the event that MoneyGram decides to do so during the term of the Assurance of Voluntary Compliance, the form(s) need only contain the Consumer Fraud Warning box (and Important Information introduction) in the applicable language for that form, but the size of the single-language Consumer Fraud Warning box shall cover at least 40 percent of the area of the front page of the Send Form, and the Important Information introduction shall be in substantially the same proportion to the bullet-pointed text in the box as it currently appears in Exhibit 1 and shall appear in bold face.

Finally, nothing in this Assurance of Voluntary Compliance shall prevent MoneyGram from seeking to replace its paper Send Forms with an electronic send form of some type in the future. Should MoneyGram choose to replace its Send Forms with an electronic form during the term of this Assurance of Voluntary Compliance, MoneyGram agrees that it shall provide consumers with a fraud warning with substantially the same information as the warning in Exhibit 1. If MoneyGram determines that its future technology in this regard cannot accommodate substantially the same information, MoneyGram agrees to negotiate in good faith with the States regarding the possibility of

Nothing contained in this section shall prevent MoneyGram from making changes to its Send Forms, including changes to the size of the form. The parties agree that, regardless of what changes may be made to the Send Forms, the content of the Consumer Fraud Warning box on the Send Form shall stay substantially the same (except as otherwise provided in section 2). To the extent MoneyGram makes any changes to the Send Form that result in a change to the size of the form, the parties agree that the size of the Consumer Fraud Warning box on the new Send Form shall continue to cover the same relative proportion of the Send Form's area as it currently does on Exhibit 1. For example, Exhibit 1 depicts a Send Form that is 8.5 inches tall and 8.625 inches wide, in which the Consumer Fraud Warning box measures approximately 3.9 inches tall by 7.6 inches wide, comprising approximately 40 percent of the Send Form's overall area. Hence, any Send Form used during the term of this Assurance of Voluntary Compliance shall contain a Consumer Fraud Warning box that covers at least 40 percent of the area of the front page of the Send Form. (except for those relating to money transfers to Mexico, which are specifically exempted in Paragraph 2 of this Assurance of Voluntary Compliance). In addition to the area covered by the Consumer Fraud Warning Box on the Send Form, MoneyGram shall include the "Important Information/Información Importante" introduction in boldface font that is in substantially the same proportion to the bullet-pointed text in the box as it currently appears in Exhibit 1.

MoneyGram shall ensure that individuals in the United States who initiate money transfers via the Internet for pickup at any agent location (hereinafter "eMoneyTransfer customers" or "eMoneyTransfer transactions") shall receive substantially the same information in an appropriate form as set forth in the consumer warning provided for in this section 2.

MoneyGram shall make these warnings available to eMoneyTransfer customers in English within sixty (60) days of the Effective Date. To the extent that MoneyGram offers its eMoneyTransfer services in Spanish during the term of this Assurance of Voluntary Compliance, MoneyGram agrees to include a Spanish version of the warning at that time.

MoneyGram shall ensure that individuals in the United States who initiate money transfers via the telephone shall receive substantially the same information in an appropriate form as set forth in the consumer warning provided for in this section 2. The Company shall make these warnings available to such telephone customers in English and Spanish within ninety (90) days of the Effective Date.

3. Consumer Education. For the purpose of educating American consumers to the dangers of fraud-induced wire transfers and how to avoid them, MoneyGram agrees to fund a consumer education program valued at One Million, One Hundred Thousand Dollars and No/Cents (\$1,100,000.00) which program is acceptable to the States and contains such controls and performance standards as MoneyGram and the States may agree. The specifics of that program shall be the subject of a separate agreement between MoneyGram and The AARP Foundation (the "Service Provider"), which agreement shall be subject to approval by the States. MoneyGram agrees that any determinations regarding the compliance by the Service Provider with the terms of the Service Provider agreement shall be made only with the concurrence of the

instituting a different form of consumer warning that better suits the technology and provides adequate protection to consumers.

States. MoneyGram further agrees that if the Service Provider is unable or unwilling to comply with the terms of its agreement with MoneyGram or the program is otherwise terminated, MoneyGram shall apply the remaining funds to a consumer education program provided by another entity selected by MoneyGram and the States to become the service provider. The failure by MoneyGram to provide the above-described funds in a timely manner as set forth in the Service Provider agreement, and in this case, to The AARP Foundation, shall be deemed a breach by MoneyGram of this Assurance of Voluntary Compliance.

4. Reimbursement to Consumers. In addition to any other reimbursement policy or practice that the Company may have, MoneyGram shall continue its practice of providing a refund of the principal amount of a consumer's money transfer initiated from the United States and any associated transfer fees whenever a consumer-transferor (a) asks MoneyGram or one of its agents to cancel or stop the transfer before the money transferred has been picked up (provided there is sufficient time for MoneyGram to cancel the transaction in the system);⁴ and (b) reasonably claims that the transfer was fraudulently induced. In such situations, MoneyGram (or its agent) shall not pay out the transferred funds until such time as MoneyGram makes a good faith determination as to whether the consumer is reasonably claiming that the transfer was fraudulently induced. If MoneyGram determines that the consumer is reasonably claiming that the transfer was fraudulently induced, reimbursement shall be made to the consumer pursuant to the terms set forth in this paragraph.

In addition, (a) consumers may request the cancellation of a MoneyGram transfer initiated at an agent location from any location (not just the sending location) or by calling the

⁴ "Sufficient time" in this context is intended to reflect MoneyGram's temporal delay between looking up a transaction in the MoneyGram system and placing a hold on the payment in the system. These reimbursement obligations shall only apply to transactions sent for pick-up at agent locations and shall not include any transfers sent: (i) directly to a bank account; (ii) onto a card or other payment device; (iii) for home delivery; (iv) to Mexico through Bancomer or through any other third party; or (v) via any other method of delivery which cannot be directly and immediately reversed by MoneyGram once the transaction is sent outside of MoneyGram's system.

MoneyGram Customer Service Center at 1-800-MONEYGRAM. (Refunds can be picked up at agent locations.); (b) consumers who initiate a MoneyGram transfer from the eMoneyTransfer website may request a cancellation by calling 1-800-922-7146. (Refunds shall be made by crediting the consumer's credit card or bank account.); (c) MoneyGram shall continue its current policy of refunding the principal amount of a transfer even if there is no fraud, as long as the cancellation request predates pickup; and (d) MoneyGram shall continue any existing discretionary refund practice for hardship cases.

5. Electronic Message to Agents. Within thirty (30) days of the Effective Date, MoneyGram shall circulate to those agents in the United States that utilize a computer terminal with a monitor using either the MoneyWorks or DeltaWorks software an electronic message designed to highlight the issue of fraud-induced transfers and/or new developments relating to such transfers ("Electronic Fraud Message"). With respect to the U.S. agents on the MoneyWorks software, MoneyGram shall send the Electronic Fraud Message at least once a month. With respect to U.S. agents on the DeltaWorks software, MoneyGram's system shall generate the message on the agent's terminal every time an agent attempts a transaction that exceeds \$500.00. MoneyGram shall have the discretion to adjust that dollar threshold up to \$1,500.00 to accommodate the Electronic Fraud Message or other necessary messaging. Should MoneyGram desire to change the threshold to an amount in excess of \$1,500.00, MoneyGram shall consult with the States before doing so. MoneyGram shall endeavor to ensure that any future versions of the DeltaWorks software shall retain fraud-messaging capability through the Term of the Assurance of Voluntary Compliance. Said messages shall be prominent and shall appear on the agent's computer screen in such a way that the agent must click a mouse (or hit a key) in order to move to another screen display. This paragraph shall apply only to those agent locations that have the technical capability to receive such messages.

- 6. Creation of Electronic Agent Training. MoneyGram shall create training for its agents in the form of either a DVD, CD-Rom, or web-based training, which shall include discussion of fraud-induced transfers and how agents may recognize victims of such fraud. Commencing within three (3) months of the Effective Date, MoneyGram shall make the training available to all new agents in the United States as part of their training. Additionally, in or around February 2007, MoneyGram shipped a CD of the training (along with a cover letter to its agents emphasizing the importance of the training) to virtually all agents in the United States.
- 7. Revision to Written Training Materials. MoneyGram shall revise its written agent training materials in substantially the same manner as set forth in Exhibit 2 to expand that document's coverage of the problem of fraud-induced transfers, explain how agents may recognize victims of fraud, and describe the procedure by which a consumer fraud victim may request and receive reimbursement as described in this Assurance of Voluntary Compliance. This information shall remain part of the training materials, although it may be updated from time to time. In or around February 2007, MoneyGram sent the revised portion of the training materials to virtually all agents in the United States, with a cover letter noting the changes described in this paragraph.
- 8. Agent Training. MoneyGram shall, within sixty (60) days of the Effective Date, commence a program of person-to-person or telephone training at agent locations known to have a materially elevated level of outgoing or incoming fraud-induced transfers sent from the United States. For the purpose of this paragraph and the next, the term "materially elevated level" shall be determined in good faith by MoneyGram, taking into account the number of incidents of fraud-induced transfers handled by a given agent or subagent location in relation to the total number of transfers handled by the location, any fraud-related information received from consumers, law enforcement officials and other MoneyGram agents, and any other fraud-related

information deemed relevant by MoneyGram. MoneyGram shall enhance its program to identify agents or subagents who have materially elevated levels of fraud-induced transfers at their locations.

- 9. Closure of Locations. MoneyGram shall review the transactions of agent locations with materially elevated levels of fraud, provide added anti-fraud training as necessary, and give appropriate guidance. MoneyGram shall then monitor those agent or subagent location's transactions. If such an agent location or subagent location fails to take commercially reasonable steps to reduce the fraudulent transactions, MoneyGram shall suspend or terminate the agent location or subagent location. MoneyGram shall terminate those of its agent locations or subagent locations, as the case may be, whose management personnel: (a) are knowingly involved in fraud-induced transfers; (b) knowingly ignore and fail to take steps to prevent fraud-induced transfers from occurring at its locations, or (c) who fail to take steps to address any involvement in such fraud by its employees or representatives. After termination, if MoneyGram reasonably believes the agent or subagent location has taken commercially reasonable steps to reduce the fraud, MoneyGram shall be allowed to consider that agent or subagent for reinstatement as an agent. (A non-exclusive example of a situation where MoneyGram may consider an agent for reinstatement would be if the agent no longer employed personnel who may have been involved in or failed to address fraud.)
- 10. Blocking of Transfers. If a State informs the Company, in a reasonable format to be agreed upon by the parties, that there are good-faith grounds to believe that a fraud-induced transfer is occurring or shall occur with respect to a particular individual, MoneyGram shall use its best efforts to temporarily interdict identified money transfers from a specific United States consumer, or all money transfers of United States consumers to a specific recipient, wherever located, in order to prevent the completion of the transfer. Such a belief may be founded on

information reported to the State by the consumer, his or her agent, law enforcement or regulatory agency, or the Company itself. MoneyGram may resume the transfer if it contacts the consumer-transferor, provides reasonable anti-fraud information, and is instructed to complete the transaction. MoneyGram shall also promptly notify an informing State when, if at all, the transfer is resumed. The States acknowledge that the use of this provision by the States shall be limited to only those situations where there is substantial evidence of a potential fraud, and it is not intended to be a vehicle for the States to submit lists of names of potential senders or receivers to MoneyGram.

11. Limitation on Transfer Pick-up Locations. MoneyGram shall ensure that a money transfer sent from the United States (and its territories) can only be picked up in the Receive Country designated by the sender at the time of the transaction. For purposes of determining the "Receive Country", U.S. territories shall not be considered part of the United States (i.e., a money transfer sent from the U.S., where the Receive Country indicated is the U.S., cannot be picked up in Puerto Rico). If an error occurs in the entry of a Receive Country into the MoneyGram system by a MoneyGram agent and MoneyGram is able to validate that it was an agent error (as compared to an attempted "redirect"), MoneyGram shall have a procedure to correct that transaction and allow for payout in the Receive Country intended by the sender.

In the event it becomes a significant problem in the future that fraud-induced transfers are picked up in states or provinces (within the designated country) to which the sender does not intend to send money, the parties to this Assurance of Voluntary Compliance shall negotiate in good faith to extend this provision to require that recipients pick up the transfer only in the designated state or province. The parties understand that it may be commercially impracticable to implement such a limitation on MoneyGram's system.

- 12. Disclosure to Transferors. On request of the consumer-transferor (whom MoneyGram reasonably believes is a victim of a fraud-induced transfer), MoneyGram shall expeditiously disclose to a consumer-transferor the stated name of the recipient of the transfer and the pick-up city.
- 13. Sharing of Complaint Information. Within thirty (30) days of the Effective Date, whenever a consumer-transferor in the United States advises or complains to a MoneyGram Call Center Representative or Fraud Department Representative that a money transfer has been induced by fraud or deception, MoneyGram, where practicable, shall seek the consumertransferor's permission to share the complaint information with United States law enforcement officials, including the Offices of Attorney General for the various states, and shall upon request of the appropriate Office of the Attorney General provide the available complaint information, at least on a monthly basis and in electronic form (e.g., email), to the Office of Attorney General in the State in which the consumer at issue resides and, if known, where the recipient is located; provided that MoneyGram may decline to provide this information if the consumer, directly or in response to a question from the Company, says that he or she does not want the information shared with law enforcement. By "available complaint information" is meant the following information which may be gathered by MoneyGram personnel upon receiving a complaint which is regularly collected and stored in the Company's consumer fraud database, which may include, but may not be limited to: the name and address of the transferor; the date and amount of the transfer; the date and actual location of receipt; the name of the receiver; the nature of the consumer's complaint; and the send location. MoneyGram shall also provide consumers who have complained to the company of a fraud-induced transfer with website information for the AARP Foundation's "Wise Consumer" landing page (www.aarp.org/money/wise consumer/) and encourage them to review that fraud education information.

- 14. *Identification of High-Risk Transfers*. MoneyGram shall make good faith efforts to look for ways to develop, work toward, and/or improve its internal computerized systems with the aim toward identifying transfers that are at a risk for fraud, although no specific fraud-prevention results can be promised at this time.
- 15. Anti-fraud Staff. During the term of the Assurance of Voluntary Compliance, MoneyGram shall review and increase the size of its anti-fraud staff as reasonably necessary to achieve the goals described in this Assurance of Voluntary Compliance.
- 16. Reports to States. Every six (6) months from the Effective Date, and for a period of time necessary for MoneyGram to implement all obligations herein, MoneyGram shall provide the States with a report of the actions it has taken to date in connection with the measures described in numbered paragraphs 1 through 15, above, and the parties shall consult on the progress of the anti-fraud campaign described herein.
- 17. Payment to States. MoneyGram shall contribute the sum of One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00) to the Executive Committee, which includes the States of Arkansas, Illinois, Massachusetts, New Jersey, North Carolina, Ohio, Texas, Vermont, and Washington. MoneyGram shall make this payment within thirty (30) days of receiving written delivery instructions from the Executive Committee. The members of the Executive Committee shall determine how this payment is to be divided among themselves. This payment shall be used by the Executive Committee States as and for attorneys' fees, costs of this matter, and/or any other purpose allowed by law, with each signatory Executive Committee State's Attorney General having sole discretion as to how that State's funds are used to the extent that discretion is consistent with the respective State's law.

18. Future Discussions Between MoneyGram and the States. To the extent provisions of this Assurance of Voluntary Compliance specifically provide a basis for future discussions or communications between the States and MoneyGram (i.e., specific references in paragraphs 2, 3, 5, 11 and 16), the States designate the following individuals as points of contact for MoneyGram, and may from time to time inform MoneyGram of alterations to this list of designees in writing:

Elliot Burg Assistant Attorney General State of Vermont Office of the Attorney General 109 State Street Montpelier, VT 05609-1001

PH: 802/828-5507

PH: 802/828-2153 (direct)

FX: 802/828-2154 eburg@atg.state.vt.us

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PH: 614/644-9618 FX: 614/466-8898 MZiegler@ag.state.oh.us

Douglas D. Walsh, Sr.
Assistant Attorney General
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Office of the Attorney General—State of Washington
800 Fifth Avenue, Suite 2000
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PH: 206/464-6388 FX: 206/587-5636 dougw@atg.wa.gov David N. Kirkman Assistant Attorney General **Consumer Protection Division** North Carolina Department of Justice P.O. Box 629

Raleigh, NC 27602-0629

(FedEx address: 114 West Edenton St., Raleigh, NC 27603)

PH: 919/716-6033 FX: 919/716-6050 dkirkman@ncdoj.gov

19. Voluntary Cooperation. MoneyGram is entering into this Assurance of Voluntary Compliance voluntarily and in a spirit of cooperation with the States to help prevent fraudinduced transfers. Nothing in this Assurance of Voluntary Compliance shall be construed as an admission of any violation of law or wrongdoing on the part of MoneyGram.

MONEYGRAM PAYMENT SYSTEMS, INC.

Name: Teresa W. John

Troy King

Attorney General of Alabama

Terry Goddard

Attorney General of Arizona

Collegad

Talis J. Colberg

Attorney General of Alaska

Dustin McDaniel

Attorney General of Arkansas

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John W. Suthers

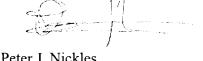
John Suthers Attorney General of Colorado



Richard Blumenthal Attorney General of Connecticut

puph R. Belon, I

Joseph R. Biden III Attorney General of Delaware



Peter J. Nickles
Attorney General of District of Columbia

(Signature Unavailable)

Joseph B. Doyle, Administrator Georgia Governor's Office of Consumer Affairs Main

Stephen Levins, Executive Director Hawaii Office Consumer Protection

Toronand

Lawrence Wasden Attorney General of Idaho

USE Madys

Lisa Madigan Attorney General of Illinois

Stay Conton

Steve Carter Attorney General of Indiana

Tom Miller Attorney General of Iowa

Stephen Six

Attorney General of Kansas

Jack Conway

Attorney General of Kentucky

James D. Caldwell

Attorney General of Louisiana

G. Steven Rowe

Attorney General of Maine

Douglas Monslen

Douglas F. Gansler

Attorney General of Maryland

Marine Country

Martha Coakley

Attorney General of Massachusetts

Man Oa Cop

Michael A. Cox

Attorney General of Michigan

Lai Suasan

Lori Swanson

Attorney General of Minnesota

Sim that

Jim Hood

Attorney General of Mississippi

Sound

Jeremiah W. Nixon

Attorney General of Missouri

M'h M Bu

Mike McGrath

Attorney General of Montana

Cadonilor, Marco

Catherine Cortez Masto

Attorney General of Nevada

Kelly Ayotte

Attorney General of New Hampshire

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A series Milleren

Anne Milgram

Attorney General of New Jersey

Gary King

Attorney General of New Mexico

Ten Cone

Andrew Cuomo

Attorney General of New York

Roy Cooper

Attorney General of North Carolina

Wayne Stenehjem

Attorney General of North Dakota

Nancy H. Rogers

Nancy Hardin Rogers Attorney General of Ohio W.A. Drew Edmondson Attorney General of Oklahoma

MA Edwards

Hardysere

Hardy Myers Attorney General of Oregon Patrick C. Lynch Attorney General of Rhode Island

Attorney General of South Dakota

Pagnet C Jyach

Knowy Mc Martin

Henry McMaster Attorney General of South Carolina

Beg alway

Greg Abbott Attorney General of Texas Mark Shurtleff Attorney General of Utah

Bob McDonnell

Larry Long

William H. Sorrell Attorney General of Vermont

Attorney General of Vermont

Rob McKenna Attorney General of Washington

Rol. MKenn

Darrell V. McGraw Jr. Attorney General for West Virginia

Attorney General of Virginia

Bruce A. Salzburg Attorney General for Wyoming

Aud Sfring

APPROVED AS FORM:

Clasey

Jehn Senlo

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Send Money Worldwide (For sends to Mexico, use the Mexico send form) Envíe dinero a todo el mundo (Para envíos a México, utilice el formulario de envíos a México)

Important Information / Información Importante

- · Are you sending money to claim lottery or prize winnings, or on a promise of receiving a large amount of money?
- · Are you sending money because you were "guaranteed" a credit card or loan?
- Are you responding to an Internet or phone offer that you aren't sure is honest?
- · Are you sending money to someone you don't know or whose identity you cannot verify?

If so, ask the sales clerk to stop your transfer immediately, or call MoneyGram at 1-800-MONEYGRAM[®]. If your money has not been picked up yet, it will be returned to you.

- Está enviando dinero para reclamar ganancias de algún premio de lotería o cualquier otro premio, o bajo la promesa de recibir una gran cantida de dinero?
- Está enviando dinero porque le "garantizaron" que así obtendría una tarjeta de crédito o un préstamo?
- Está respondiendo a una oferta por telefóno o por Internet que usted no está seguro sea legitima?
- Está enviándole dinero a alguien a quien no conoce personalmente o cuya identidad no puede verificar?

De ser así, pídale al agente de ventas que suspenda su transferencia inmediatamente, o llame a MoneyGram al 1-800-MONEYGRAM. Si su dinero aún no ha sido recogido, le será devuelto.

The safe, fast way to send and receive money worldwide. La manera segura y rápida de enviar y recibir dinero alrededor del mundo.

CURRENCY EXCHANGE; In addition to the Consumer Ree, Money Gram also makes money when it changes your dollars to pesos or other foreign currency. Please see the attached terms and conditions for more information regarding currency exchange. / CAMBIO DE MONEDA: Además de los Cargos Consumidor, Money Gram también gana dinero cuando cambia sus dólares a pesos u otra moneda extranjera. Por favor lea los términos y condiciones incluida para más información sobre el tipo de cambio.

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www.moneygram.com

TÉRMINOS Y CONDICIONES (Forma de Envis de Dineto de MoneyGram)
El servicio de transferencia de dinero de MoneyGram® (el "Servicio") lo proporciona MoneyGram Payment Systems,Inc., una compañía de transmisión de dinero con oficina principal en 1550 Utica Avenue South, Minneapolis, MN 55416 ("MoneyGram") a través de una red de agentes ("Agentes"). Llame al 1-800-926-9400 para obtener la dirección y número de teléfono de agencias ("Agencias") cercanas. En el evento de un conflicto, los Terminos y Conditiones escrito en Ingles gobiernan.

Información de Envio. Se aplicárán las cantidades máximas permitidas para una sola transferencia de dinero (una "Transferencia") de Money Gram y totales para Transferencias diarias. Cuando así information de revio. Se apricaran las caminades maximas permitidas para una sola de constituidades que maxima permitidas para una sola de establesca la ley, las Transferencias e enviadas o recibidas serán reportada has a las autoridades gubernamentales apropiadas. Dependiendo de la disponibilidad, usted podrá enviar directamente una Transferencia a un individuo (un "Destinatario") para un envio a una dirección especifica o recibo en una Agencia; una tarjeta de débito de un tercero emitida por una compañía fuera de los EE.UU. (una "farjeta"), o una cuenta bancaria ("Cuenta"). Ni el Remitento ni el Destinatario tendrán un "depósito" con Money Gram en ningún momento durante la Transferencia. Usted garantiza que toda la información que ha proporcionado a Money Gram es y continuará siendo exacta y completa. Es su responsabilidad verificar el "País Receptor" que aparece al frente de esta forma. Tengan cuidado cuando envie dinero a la dirección de personas desconocidas.

Información de Cobro. Las transferencias serán pagadas o acreditadas en efectivo, cheques de viajero, giro, cheque o una combinación de estos documentos. Una vez recibida la Transferencia, Money Gram deja de tener responsabilidad adicional hacia usted, excepto según lo establecido a continuación, cuando: se desembolsa a un Destinatario; o se comunica el pago de la Transferencia al emisor de una Tarjeta o banco portador de la Cuesita. Un Destinatario podrá retirar una Transferencia normalmente durante las horas de operación de la Agencia en el País Receptor seleccionado por el Destinatario. De lo contrario, MoneyGram no estipula de ninguna manera cuándo o si los fondos serán entregados o aceptados. Debido a circunstancias fuera del control de MoneyGram, incluyendo normas de control de cambio en el país destino, las Transferencias a ciercios países pueden sufrir retraso adicional. Una Transferencia puede estar solamente disponible para usted en forma de reembolso una vez que hubieran transcurrido cuarenta y cinco dias desde su envío. Además de los cargos impuestos por MoneyGram, un banco receptor puede imponer tarifas como un cargo sin excepción o por envío de menos de la suma transferida. El rastreo o seguimiento del estado de una transferencia a un banco no está disponible.

identificación del Destinatario. Si el Destinatario no puede mostrar una identificación válida al recibir los fondos, tal vez sea necesario que usted tenga que estableter una pregunta clave y una respuesta, dependiendo de la cantidad de la Transferencia y siempre y cuando la opción de pregunta clave esté disponible en el establetimiento de la Agencia de destino. Las transferencias que incluyan una pregunta clave pueden ser pagadas ya sea que el Destinatario conteste con la respuesta clave correcta a la pregunta clave o que presente una identificación válida. El Número de Referencia de la Transferencia no siempre es necesario para recibir una Transferencia. Usted deberá tener ruidado al mandar a Destinatarios desconocidos.

Cambio de Moneda. Consulte a un Agente o llame al 1-800-926-9400 para recibir información sobre la moneda de cambio disponible en el País Receptor o en la específica y la tasa de cambio aplicable e su Transferencia. Además de los Cargos del Consumidor aplicable a su Transferencia, MoneyGram o sus Agentes pueden aplicar un tipo de cambio de moneda. MoneyGram o sus Agentes pueden aplicar un tipo de cambio de moneda. MoneyGram o sus Agentes pueden aplicar un tipo de cambio de moneda. MoneyGram o sus Agentes pueden aplicar un tipo de cambio de moneda a los clientes y el tipo de cambio recibido por MoneyGram o sus Agentes. La "Cantidad a Recibir" está indicada en la página frente de esta forma es válida para Transferencia sa País Receptor A MENOS QUE. (§) hayan transcurrido 45 dias desde que se envió la Transferencia, o (§) la "Cantidad a Recibir" está indicada en dolares estadounidenses o en Euros y los Agentes de MoneyGram en el País Receptor pagan en moneda que no sea dólares estadounidenses o Euros. En tal caso, la Cantidad de la Transferencia se cambiará a moneda local utilizando el tipo de cambio establecido por MoneyGram o sus Agentes en el momento que los fondos se les pagan al Destinatario. Si el tipo de cambio sea afectado por circunstancias políticas, económicas u otras condiciones en el País Receptor; y es posible también que diversos Agentes dentro de un país no apliquen el mismo tipo de cambio, lo cual causa que el tipo de cambio varie dependiendo de la Agencia seleccionada por el Destinatario. MoneyGram no es parte de ninguna conversión de moneda después de realizada la transferencia se de tipo de cambio solicita que el pago e haga en otra moneda fuera de la moneda en la cual el Agente normalmente paga o que sea otra moneda de la que especificado en esta forma, el Agente puede cobrar una tarifa por el cambio es una transacción separada entre el Destinatario y el Agente y no forma parte de la Transferencia de MoneyGram. Cambio de Moneda. Consulte a un Agente o flame al 1-800-926-9400 para recibir información sobre la moneda de cambio disponible en el Pais Receptor o en la especifica y la tasa de cambio aplicable a

Información Acerca de Reembolsos. No se tendrá ningún derecho al reembolso si la Transferencia se ha desembolsado al Destinatario o ha sido aceptada por el emisor de la Tarjeta o el banco emisor de la Cuenta, o si se envió al sitio equivocado debido a que la información proporcionada fuera incorrecta. Ciertos reembolsos podrán demorarse hasta que MoneyGram reciba un aviso oficial de que una Transferencia no haya sido aceptada. De lo contrario, usted podrá solicitar un reembolso y cancelación de la Transferencia, visitando la Agencia donde se originara la transferencia o escribiendo a MoneyGram. La Tarifa del Consumidor por lo general no es reembolsable. Todos los pedidos de reembolso deberán y acompañados de una copia de la forma de envío original. Todos los pedidos de reembolso estarán sujetos a una revisión y discreción de Money Gram, y se procesarán normalmente dentro de 30 dias de récibida una solicitud válida por escrito, a menos que la ley exijá un período más corto. Envíe por correo la solicitud o pedido de reembolso y/o cualquier otro tipo de correspondencia a Money Gram Payment System, Inc., ATTN: Refund Coordinator, 3940 South Teller Street, Lakewood,

RESPONSABILIDAD CIVIL. EN CASO DE CUALQUIER RETRASO. FALTA DE ENTREGA, FALTA DE PAGO O PAGO REDUCIDO DE LA TRANSFERÊNCIA. SU ÚNICO Y MÁXIMO RECURSO EN CONTRA DE MONEYGRAM ES EL REEMBOLSO DE LA CANTIDAD DE LA TRANSFERENCIA MAS EL CARGO DEL CONSUMIDOR. NO EXISTE NINGÚN OTRO RECURSO DISPONIBLE PARA USTED, INCLUYENDO, PERO SIN LIMITARSE A LA FALTA DE RECURSOS POR DAÑOS INCIDENTALES, INDIRECTOS, ESPECIALES O CONSECUENTES. ESTAS LIMITACIONES SE APLICAN INDEPENDIENTEMENTE DE QUE SU RECLAMO SURJA DEBIDO A LA NEGLIGENCIA DE MONEYGRAM O SUS AGENTES, DEBIDO A ERRORES HUMANOS O MECÁNICOS O DE NATURALEZA DIFERENTE, O DEBIDO A LA FALLA, ERROR, OMISIÓN O INCUMPLIMIENTO DE MONEYGRAM O DE SUS AGENTES, MONEYGRAM NO SERÀ RESPONSABLE POR NINGUNA VARIACIÓN O RETRASO DE SERVICIO DEBIDO A REGLAMENTACIONES LOCALES O A CAUSAS FUERA DEL CONTROL DE MONEYGRAM.

ARBITRAJE. CUALQUIER CONTROVERSIA O RECLAMO QUE SURJA DE LA TRANSFERENCIA, ESTE CONTRATO O EL INCUMPLIMIENTO DE ESTE CONTRATO, DEBERÁN SER RESUELTOS VÍA ARBITRAJE ADMINISTRADO POR LA ASOCIACIÓN ESTADOUNIDENSE DE ARBITRAJE (AMERICAN ARBITRATION ASSOCIATION), BAJO SUS REGLAS COMERCIALES DE ARBITRAJE, Y EL JUJCIO DEL FALLO PRONUNCIADO POR EL (LOS) ÁRBITRO(S) PUEDE INTERPONERSE EN CUALQUIER CORTE CON JURISDICCIÓN. DICHO ARBITRAJE DEBERÁ SER INICIADO EN LA OFICINA DE LA AAA MÁS CERCANA AL LUGAR DONDE EL REMITENTE HAYA INICIADO LA TRANSFERENCIA Y ESTE RECURSO EXCLUSIVO DE ARBITRAJE NO PROCEDERÁ, A MENOS QUE SE INICIE DENTRO DEL AÑO SIGUIENTE A PARTIR DE LA FECHA EN QUE SURJA LA CONTROVERSIA O RECLAMO.

Privacidad. Money Gram y sus Agentes guardan su nombre, dirección y cualquier otra información que le identifique ("Información personal privada") a usted y al Destinatario, que usted, el Destinatario o un tercero puedan proporcionar, junto con los detalles de su transferencia. Usted garantiza que cuenta con el consentimiento del Destinatario para compartir Información personal privada sobre el Destinatario con MoneyGram. MoneyGram puede divulgar Información Personal Privada con las compañías que comercializan para o con MoneyGram, o conel objeto de cumplir con alguna otra situación permitida o requerida por la ley. MoneyGram ha establecido métodos y procedimientos de seguridad, con el objeto de que restringir el acceso a la Información personal privada para poder proporcionarie a usted productos o servicios.

INSTRUCCIONES PARA LAS LLAMADAS TELEFÓNICAS Y TÉRMINOS Y CONDICIONES

- Por favor use este Número para llamades telefónicas para llamar al Destinatario y darle el Número de referencia instrucciones para marcar 1. Para llamadas a los Estados Unidos y Canadá, marque 1-888-910-3210.
- z. Para flamadas a México, Centro y Sudamérica, el Caribe, los territorios (Puerto Rico, Samoa Americana, Guam y las Islas Virgenes Americanas),
- y todos los otros locales internacionales donde hay llamada telefónica de cortesia, marque 1-888-925-5346.
- 3. Cuando se le indique, marque el número de código para llamadas telefónicas de 10 digitos, que aparece en el anverso de esta forma.
- 4. Cuando se le indique, marque el número de la persona que llamada.
- Para llamadas dentro de los Estados Unidos y a Canadá, Puerto Rico, Guam, las Islas Virgenes Americanas y el Caribe (con excepción de Aruba, Belice, Cuba, Guadeloupe, Guyana y Haiti), marque: 1+codigo de área+numero
- Para Arriba, Belice, Cuba, Guadeloupe, Guyana, Haiti y todas las demás llamadas, marque oss-codigo del pais-codigo de la ciudad+numero
- 5. Para Servicio al cliente, por favor llame al 1-888-933-3278.

Los Servicios en red son proporcionados por Qwest Communications Corporation, de acuerdo con lo que establece la Tarifas No. 1, tal y como ha sido enmendada, y cualquier tarifa estatal aplicable.
Las Bamadas a los números 700, 800, 888, 900, 950 y 976 no están disponibles con este Número para Bamadas. Máximo valor telecom de \$.50/unidad. La llamada se puede usar para una Bamada
de 3 mínutos y expirará 7 días después de la fecha de esta transferencia de dinero.

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Transfers of \$900.00 or more Envíos de \$900.00 o más

FOR AGENT USE Para uso del agente



This information is required for any Transfers or combination of Yransfers of \$900.00 or more and must be completed by the Agent. Esta información se requiere para cualquier transaccion o combinación de transacciones de envío de \$900.00 o más y debe ser llenada por el agente.

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ID Type / Tipo de Identificación	First Name, Middle Name, Last Name / Primer Nombre, Segundo Nombre, Apellido				
Sender's government issued ID#. / Identificación emitida por el gobierno, del remitente	Organization Name / Organización				
Issuer / Emisor	Address City State Zip Direction Cludad Estado C.P.				
COMPLETE FOR ALL TRANSFERS OF \$3000.00 OR MORE. COMPLETAR PARA TRANSACCIONES DE \$3000.00 O MÁS.	Date of Birth / Fecha de nacimiento				
Date of Birth / Fecha de nacimiento	Occupation - Type of business / Ocupación - Tipo de Negocio U.S. Citizens, Residents or U.S. Businesses / (Ciudadanos, Residentes o Negocios Americanos				
Occupation - Type of business / Ocupación - Tipo de Negocio	Social Security # or Tax ID # / Número de Seguro Social o Número de Renta				
U.S. citizens and residents / Ciudadanos y residentes Estadounidenses	OR, IF NO SS# / O, A FALTA DEL NÚMERO DE SEGURO SOCIAL				
Social Security # / Número de Seguro Social	Alien ID # OR Passport # / Número de tarjeta de residente o Número de Pasaporte				
OR, IF NO 55# / O, A FALTA DEL NÚMERO DE SEGURO SOCIAL	Country of Issuance / Pais emisor				
Alien ID # OR Passport # / Número de tarjeta de residente o de Pasaporte					
Country of Issuance / Pais emisor	For Banks, Savings and Loans and Credit Unions Only. Para uso de bancos cajas de ahorro y otras entidades bancarias solamente				
ADDITIONAL INFORMATION MAY BE REQUIRED ABOVE \$10,000.00. SE PUEDE REQUERIR INFORMACIÓN ADICIONAL EN ENVÍOS MAYORES DE \$10,000.00.	Sender's Account # / Cuenta del remitente				

AGENT MUST RETAIN THIS FORM ON-SITE FOR A MINIMUM OF FIVE (5) YEARS FOR AMOUNTS OF \$3,000.00 OR MORE, OR SIX (6) MONTHS FOR AMOUNTS LESS THAN \$3,000.00.
EL ACIENTE DEBERA CONSERVAR ESTA FORMA EN SU ESTABLECIMIENTO POR UN MINIMO DE CINCO (5) AÑOS PARA CANTIDADES DE \$3,000.00 O MÁS, O POR SEIS (6) MESES PARA CANTIDADES MENORES DE \$3,000.00.

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Please Print MONEYSAVER CARD NUMBER : NÚMERO DE TARJETA MONEYSAV	YER.				FOR AGENT USE / - APA USO FOLLACE SHE REFERENCE NUMBER / NO. DE REFERENCIA	
RECEIVE COUNTRY: PAÍS RECEPTOR					Give this number to your Receiver.	
TRANSFER AMOUNT : CANTIDAD DE ENVÍO	Country / País \$	City / Ciu Agant must complete the rever El Agente tiene que ilenar el otr	se side of this form for transact	State / Estado lons of \$900.00 or more. transacciones de \$900.00 o más.	Dele este número ai destinatario. PHONE CALL PIN NUMBER	
NOTE: Regardless of the City or NOTA: Independientemente de la		an be picked up in any Loc	ation in the Receive Co	ountry.	NÚMERO DE CÓDIGO PARA LLAMADA	
Are you acting on behalf of a ti If YES, information must be sup ¿Está usted actuando por parte \$3,000? Si, NO Si la respuesta es Si, se debe pro	plied to the Agent so the Agent so the Agent and tercera persona (in	gent can complete the reve duyendo su lugar de empl	erse sidė. eo) y enviando una tra	nsferencia en exceso de	See reverse side for complete Instructions. Ves al reverse para Instructiones completas. SEND INFORMATION - DALORM ACIÓN DELETAVI \$	
SENDER'S NAME :		. Agente para que este pare			Transfer Amount / Cantidad de la Transference	
NOMBRE DEL REMITENTE : SENDER'S RESIDENCE :	First Name / Primer Nombre Middle Name / Segundo Nombre Last Name / Apellido(s)				Consumer Fee / Cuota al Consumidor	
DOMICILIO DEL REMITENTE :	Street / Calle			•	Total Collected/Cantidad Total Cobrado (Cash only / Sólo efectivo)	
RECEIVER'S NAME : NOMBRE DEL DESTINATARIO	City / Ciudad	State / Estado	Zip / C.P.	Home Phone / Teléfono	RECEIVE INFORMATION INFORMACION DEL COBRO	
	First Name Primer Nombre	Middle Name Segundo Nombre	Last Name Apellido Paterno	Second Last Name Apellido Materno	Only complete this Section after the Transfe has been sent. / Liene esta sección sólo desp de que se haya enviado la transferencia.	
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BANK / BANCO		hank / Nombre del Banco			Términos y Condiciónes para mayor información. AGENT IDENTIFICATION / INDENTIFICACIÓN DEL AC	
DELIVER TO RECEIVER AT THIS ADD / ENTREGA AL DESTINATARIO EN E			OTHER / OTRO); -		
CARD / TARJETA					Agent Employee Name Nombre del Empleado del Agente	
CUSTOMER COPY COPIA DEL CLIENT	Ø hoog-of theory/Gram. All rights recurved. D wasg-of Monoy/Gram. Yedes les desectes res	7341G MG5001S L	JS (Rev 11/06)	ww.moneygram.com	MoneyGram Operator # Número del Operador de MoneyGram	

TERMS AND CONDITIONS

The MoneyGram® money transfer service (the "Service") is provided by MoneyGram Payment Systems. Inc., a money transmitter with its principal office at 1550 Utica Avenue South, Minneapolis, MN 55416 ("MoneyGram") through a network of agents ("Agents"). Call 1-800-926-9400 for the address and phone number of Agent locations ("Locations") near you. In the event of conflict, the English Terms and Conditions shall govern

Send Information. Maximum permissible amounts for a single MoneyGram money transfer (a "Transfer") and daily Transfer totals will be applied. When required by law, Transfers sent or received will be reported to appropriate government authorities. Depending upon availability you may direct delivery of a Transfer to: an individual (a "Receiver") for delivery at a specified address or receipt at a Location; a third party debit card issued by a company outside of the U.S. (a "Card"); or a bank account ("Account"). Neither Sender nor Receiver will have a "deposit" with MoneyGram at any time during the Transfer. You warrant that all information you supply to MoneyGram is and shall remain accurate and complete. It is your responsibility to verify the "Receive Country" on the face of this form. Be cautious when sending money at the direction of strangers.

Receive Information. Transfers will be paid out or credited in cash, travelers check, money order, check or a combination thereof. A Transfer is received and Money Gram has no further liability to you, except as set forth below, when: it is disbursed to a Receiver, or notice of your payment for the Transfer is made available to the issuer of a Card or bank that holds the Account. A Transfer intended for pick up by a Receiver will normally be available for pick up during business hours of operation of the Location in the Receive Country selected by the Receiver. Otherwise, MoneyGram makes no representation as to when or if the funds will be delivered or accepted. Your Transfer may not be delivered or accepted, in which event you will be entitled to a refund. Due to circumstances beyond the control of MoneyGram, including exchange control regulations of the Receive Country, Transfers to certain destinations may be subject to extended delay. A Transfer may only be available as a refund to you if forty-five days have elapsed since the Transfer was sent. In addition to charges imposed by MoneyGram, a receive bank may impose fees as an outright charge or by delivery of less than the Transfer Amount. Status tracking of a Transfer to a bank is not available.

Receiver Identification. If Receiver is unable to produce valid identification when receiving funds you may be able to setup a test question and answer depending upon the size of the Transfer and whether the test question option is available at the receive Location. A Transfer that includes a test question may be paid out either upon the correct answer to the test question or upon presentation of valid identification by Receiver. The Transfer Reference Number is not always required to receive a Transfer. You should use caution when sending to

Currency Exchange. Ask an Agent or call 1-800-926-9400 for information regarding currencies available in the Receive Country or at a specific Location and the exchange rate applicable to your Transfer. In addition to the Consumer Fee applicable to your Transfer, a currency exchange rate set by MoneyGram or its Agents may be applied. Any difference between the rate given to customers and the exchange rate received by MoneyGram or its Agents will be kept by MoneyGram or its Agents. The "Amount to be Received," specified on the face of this form is valid for Transfers to the Receive Country DIKESS. (1) as days have elapsed since the Fransfer was sent; or (2) it is stated in U.S. Dollars or Euro and MoneyGram's Agents in the Receive Country pay out in a currency other than U.S. Dollars or Euro. In that event, the Transfer Amount may be converted into local currency using the exchange rate established by MoneyGram or its Agents at the time funds are disbursed to the Receiver. If the exchange rate is determined at the time funds are disbursed to the Receiver, the exchange rate country, and Agents within a country may not apply a uniform currency exchange rate to vary based upon the Location selected by the Receiver Country, and Agents within a country may not apply a uniform currency exchange rate causing the currency exchange rate to vary based upon the Location selected by the Receiver on the payout be made in a currency other than the currency in which the Agent normally pays out or other than the currency that was specified on this form, the Agent may charge an exchange fee. This exchange is a sconarte transaction between Receiver and the Agent and is not a part of the MoneyGram Transfer. exchange is a separate transaction between Receiver and the Agent, and is not a part of the MoneyGram Transfer.

Refund Information. There shall be no right to refund if the Transfer has been disbursed to the Receiver or accepted by the Card issuer or hank holding the Account or if it was misdirected because you provided any incorrect information. Some refunds may be delayed until MoneyGram receives official notification that a Transfer has not been accepted. Otherwise, you may request refund and cancellation of the Transfer either by visiting the Location where the Transfer originated or writing to MoneyGram. The Consumer Fee is usually not refundable. All refund requests must be accompanied by a copy of the original send form. All refund requests will be subject to MoneyGram's review and discretion and will normally be processed within 30 days of receipt of a valid written request unless a shorter period is required by law. Mail refund request and/or any correspondence to MoneyGram Payment System, Inc., ATTN: Refund Coordinator, 3940 South Teller Street, Lakewood, CO 80235 USA.

LIABILITY, IN THE EVENT OF ANY DELAY, NONDELIVERY, NONPAYMENT OR UNDERPAYMENT OF THE TRANSFER, YOUR EXCLUSIVE AND MAXIMUM REMEDY AGAINST MONEYGRAM IS REFUND OF THE TRANSFER AMOUNT PLUS THE CONSUMER FEE. NO OTHER REMODE IS AVAILABLE TO YOU, INCLUDING, BUT NOT LINITED TO NO REMEDY FOR INCIDENTIAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS APPLY WHETHER YOUR CLAIM ARISES DUE TO MONEYGRAM'S OR ITS AGENTS' NEGLIGENCE RELATING TO HUMAN OR MECHANICAL ERROR OR OTHERWISE, OR TO MONEYGRAM'S OR ITS AGENTS' OTHER FAULT. ERROR, OMMISSION OR NONPERFORMANCE. MONEYGRAM WILL NOT BE LIABLE FOR ANY VARIANCES OR SERVICE DELAYS DUE TO LOCAL REGULATIONS OR CALISES BEYOND THE CONTROL OF MONEYGRAM.

ARBITRATION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE TRANSFER, THIS CONTRACT OR BREACH OF THIS CONTRACT, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERICAL ARBITRATION RULES AND JUDGEMENT ON THE AWARD RENDERED BY THE ABBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY SUCH ARBITRATION SHALL BE INITIATED IN THE OFFICE OF THE AAA CLOSEST TO THE LOCATION WHERE YOU INITIATED THE TRANSFER AND THIS EXCLUSIVE ARBITRATION REMEDY SHALL NOT BE MAINTAINED UNLESS INITIATED WITHIN ONE YEAR AFTER THE CONTROVERSY OR CLAIM AROSE.

Privacy. MoneyGram and its Agents save your name, address and any other identifying information ("Nonpublic Personal Information") about you and Receiver that you, Receiver or a third parly may provide together with the defails of your Transfers. You warrant that you have Receiver's consent to share Nonpublic Personal Information about the Receiver with MoneyGram. MoneyGram may disclose Nonpublic Personal Information to companies that market for or with MoneyGram or as otherwise permitted or required by law. MoneyGram has security practices and procedures in place in order to restrict arcess to Nonpublic Personal Information to those parties who need to know that information in order to provide products or services to you.

PHONE CALL INSTRUCTIONS AND TERMS AND CONDITIONS
Please use this Phone Call number to call the Receiver and advise them of the Reference Number.

Dialing Instructions:

- Diating Instructions:

 For calls to United States and Canada, dial 1-888-910-3210.

 For calls to United States and Canada, dial 1-888-910-3210.

 For calls to Mexico, Central and South America, the Caribbean, the U.S. territories (Puerto Rico, American Samoa, Guam and U.S. Virgin Islands), and all other international locations where the complimentary phone call is available, dial 1-888-925-5346.

 When prompted, enter the 10 digit Phone Call PIN Number from the front of this form.

 When prompted, enter the phone number of the person you are calling.

 For calls within the U.S. Canada, Puerto Rico, Guam, U.S. Virgin Islands, and the Caribbean (except Aruba, Belize, Cuba, Guadeloupe, Guyana, and Haitl), dial 1-sarea code-number
- dial 1+area code+number

 For Aruba, Belize, Cuba, Guadeloupe, Guyana, and Haiti and all other calls, dial 011+country code+city code+number.

 5. For Customer Service, please call 1-888-933-3278.

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CONSUMER FRAUD/FRAUD AGAINST MONEYGRAM & AGENTS

SUPPLEMENT TO MONEYGRAM® AGENT TRAINING MANUAL/USER GUIDE

All MoneyGram agent employees who conduct MoneyGram transactions should review this document thoroughly. Keep a copy of this with your other MoneyGram Agent Training Manuals and User Guides for future reference.

1

CONSUMER FRAUD

MoneyGram agents can play an important role in protecting MoneyGram customers from fraud. First and foremost, be alert to comments from senders that could indicate they are being scammed. For example, a customer says that they have won a large lottery or sweepstakes, that they are involved in a mystery shopper program, are sending a fee for a loan or buying merchandise over the Internet. In such cases, the sender should be cautioned not to send money to a stranger. Once the transaction has been paid out, the sender cannot get a refund.

The following information has been prepared to help you and your employees recognize and respond to consumer fraud.

Please photocopy the Poster message appearing on page 7 and place it where your customers can see it.

COMMON CHARACTERISTICS OF FRAUD

Up front request for money

- · Victim is sending money to a stranger.
- Victim is told they must send money in order to receive sweepstakes, prize, loan, merchandise, etc.
- Victim is told the money must be sent immediately by a wire transfer.
- Victim believes they are buying a product or service for what appears to be a business transaction, but the money is payable to an individual instead of a business entity.

Fraud perpetrator misrepresents MoneyGram service to the Victim

- Victim is told that MoneyGram is an escrow service for Internet transactions not true.
- Victim is told that a transaction can only be paid out if the receiver knows the
 reference number not true, the transaction can be looked up with details
 provided by the receiver and paid out with proper ID.
- Victim is told that a transaction can only be picked up with the correct answer to the test question not true, the receiver can present valid ID.
- Victim is told that recipient can pick up the money in only the specified city, state
 or province not true, although MoneyGram formerly allowed pickups at any
 agent location, effective on or about February 13, 2007, recipients will be able to
 pick up a transfer at only those agent locations that are in the Receive Country
 designated by the sender.

Customer is told to keep transaction secret

- Victim is told not to reveal the true reason for sending the transaction because MoneyGram might charge a higher fee.
- · Victim is told the government might tax the sweepstakes or prize.
- Victim is told they could be robbed if it becomes known that they have won a large sum of money.
- Victim is coached to make up a story if asked why they are sending the funds because the fraud perpetrator does not want MoneyGram to stop the transaction.

Customer may seem excited or nervous

- Victim is excited and happy because they believe they will be getting a large sum
 of money or prize very soon.
- Victim may ask questions about delaying the timing of the delivery of the funds (to try to ensure they receive the sweepstakes, prize or merchandise before the transaction is paid to the receiver).
- Victim asks questions to assure that only the named receiver can pick up the funds – appears overly concerned.
- Victim may ask to add special instructions or pick up instructions.
- Victim may be overly concerned about the reference number or test question because the fraud perpetrator has provided specific instructions about forwarding this information to them.

Customer may send several transactions within a short time frame

- Victim may be told to send additional transactions after the first one sent with the promise of an even larger award. This is especially true of elderly victims of sweepstakes fraud.
- Customers who send regularly to family or friends normally do so on regular intervals such as paydays.

Customer may send to a bogus receiver name

- Victim may be told to send transaction to a family member or friend.
- Victim may be told to send transaction to a fictional character or celebrity name.
- · Victim may appear to be making up a receiver name.
- Victim may return to change receiver name after sending transaction.

COMMON CONSUMER FRAUD SCHEMES

Lotteries, Sweepstakes or Prize schemes (especially foreign lotteries, i.e. Canada)

- Victim is told they have won a large sum of money or a prize.
- Victim is told to send money to pay for taxes, customs fees, attorney fees, insurance, etc. in order to receive the prize or money.
- Victim may be told to send the funds to the name of a friend or relative to show "good faith" that they have money to pay necessary fees.
- Victim may be cautioned not to tell MoneyGram or its agent the real reason for the transaction in order to avoid U.S. taxes or for security reasons.
- No prize or award is ever received by the customer.
- Legitimate sweepstakes companies will never ask the winner to wire money in order to get a prize or award.
- Victim may be contacted later by someone pretending to be from law enforcement or an attorney who can help them get their money back. They are asked to send more money, but it is another scam.

On-line Auction Scams

- Buyer is told their bid has been accepted but the seller is unwilling to accept any
 form of payment except a wire transfer. Seller never sends the merchandise
 after receiving the payment.
- Seller receives a payment by cashiers or certified check
 - o The check is for more than the purchase price.

- Seller is instructed to send the excess amount back to the buyer using a wire transfer.
- o After sending the money, the seller learns that the check is counterfeit.

Foreign offers to share large sums of money

- Victim receives an offer by mail, fax or internet from a foreign national seeking help in moving a substantial amount of money to the U.S.
- Victim is offered a percentage of the total amount for their assistance.
- Victim is told to send money to pay for initial costs of moving the money.
- Money is never transferred to the U.S.

Advance fee loan fraud or credit card scams

- Victim responds to an ad in a newspaper or magazine offering loans or credit cards to people with poor credit.
- Victim is told they have been approved for a loan or credit card but must send money for fees, insurance or first month's payment.
- No loan or credit card is received.

Bogus job offers/mystery shopper scam

- Victim may be offered a job but told they need to pay a fee before being hired.
 After sending money, no job is available.
- Victim is told they are being hired as a mystery shopper and is sent a check with instructions to wire a portion of the check as part of mystery shopping duties.
 - o Victim is told to retain a portion of the check amount as their salary.
 - o After sending the wire transfer, victim learns that the check is counterfeit.

Acquaintance in need scams

- Victim receives a call from someone posing as police or medical official and told a family member or friend has been injured in an accident and funds are needed immediately for their care.
- Victim receives a call from someone posing as a family member and told money is needed immediately for bail or an emergency.
- Victim is contacted by a stranger who is moving to their town and plans on attending their church but the caller has had car trouble and needs cash immediately.

Investment Schemes

Victim is promised high returns in short period of time.

Guaranteed Government Grants

- Victims are told they will receive a grant, but must first pay administrative fees.
- Victim never receives the grant.

STEPS TO TAKE IF YOU SUSPECT CONSUMER FRAUD

1. Talk to the customer

- Tell the customer that the transaction appears to be unusual and may be fraud.
- Alert the customer to the various types of consumer fraud. Provide the consumer fraud alert to the customer or point out the fraud warnings on the front of the send form or the Poster.

- If the transaction has already been sent, inform the customer that they can cancel the transaction and get a refund immediately if they suspect fraud.
- If the funds have not yet been sent, suggest to the customer that they thoroughly research the situation before sending money.
- Refer the customer to the consumer fraud warnings on the MoneyGram website at www.moneygram.com.

2. Call MoneyGram at 1-800-926-9400 to report the fraud attempt.

- Provide the transaction details to the operator.
- Invite the sender to speak to the MoneyGram operator.

3. Contact local law enforcement or your State Attorney General's Office of Consumer Protection Division.

Fraud Against MoneyGram and Agents

It is also important to protect yourself and MoneyGram from fraud. Please review the following information and put procedures in place to protect yourself.

Send Transactions

- Never send a transaction without a customer present and cash in hand. Do not accept telephone instructions to send money even if the caller claims to be from MoneyGram or someone affiliated with your business.
- Accept only cash and confirm you have collected the full amount of the transaction plus the fee before completing the transaction.
- Conduct telephone transactions to the MoneyGram call center away from the customer and out of their hearing.
- Protect you agent account and PIN information. Never share this information with anyone.
- Contact MoneyGram Agent Services at 1-800-444-3010 for assistance in making a correction to a money transfer. Don't send a second transaction to make a correction.
- Reconcile your MoneyGram business every day to detect any internal or external fraud in a timely manner.

Receive Transactions

- Never pay out a transaction based on an in-coming phone call.
- If a transaction is not in the MoneyGram system, it does not exist. The receiver needs to contact the sender to confirm the funds were sent.
- The receiver needs to be able to provide the reference number or the sender name, transaction amount and send location in order to receive the transaction.
- The receiver needs to provide valid photo ID or answer the test question in order to receive the transaction.

Important points to remember

 Protect your confidential agent information. Never give out your agent number or PIN to a caller regardless of who the caller claims to be. Provide your PIN only

- when you call MoneyGram to initiate a transaction. Don't post your agent number or PIN where a customer can see it.
- MoneyGram will never call you to enter a transaction or to correct a transaction.
- MoneyGram will never call you to enter a transaction to test the system or your connection or to resolve a telecom problem.
- MoneyGram will never call you to pay out a receive transaction.
- MoneyGram will never call you to ask for your agent number or PIN.
- Protect your telephone -- contact your telephone provider to add a password to your phone service to prevent your telephone from being call forwarded without your knowledge and permission.
- Never discuss MoneyGram transactions with anyone other than the sender or receiver or your MoneyGram representative.
- Position your equipment so that a customer cannot view the screen and be cautious of a customer having a companion who may try to distract you or view the transaction details.
- Have the customer complete all required areas of the send or receive form and sign the form.

Call MoneyGram at 1-800-444-3010 if you suspect someone is trying to defraud you.

Call MoneyGram at 1-800-926-9400 to assist a customer who may be the victim of fraud.

CONSUMER FRAUD ALERT:

YOU CAN HELP MONEYGRAM STOP CONSUMER FRAUD!

HELP PREVENT CONSUMER FRAUD!

- Are you sending money to claim lottery or prize winnings, or on a promise of receiving a large amount of money?
- Are you sending money because you were "guaranteed" a credit card or loan?
- Are you responding to an Internet or phone offer that you aren't sure is honest?
- Are you sending money to someone you don't know or whose identity you cannot vertify?

If so, ask the sales clerk to stop your transfer immediately, or call MoneyGram at 1-800-MONEYGRAM®. If your money has not been picked up yet, it will be returned to you.

JAYUDE A PREVENIR EL FRAUDE AL CONSUMIDOR!

- Está enviando dinero para reclamar ganancias de algún premio de lotería o caulquier otro premio, o bajo la promesa de recibir una gran cantida de dinero?
- Está enviando dinero porque le "garantizaron" que así obtendría una tarjeta de crédito o un préstamo?
- Está respondiendo a una oferta por telefóno o por Internet que usted no está seguro sea legítima?
 - Está enviándole dinero a alguien a quien no conoce personalmente o cuya identidad no puede verificar?

De ser así pídale al agente de ventas que suspenda su transferencia inmediatamente, o llame a MoneyGram al 1-800-MONEYGRAM. Si su dinero aún no ha sido recogido, le será devuelto.